

TERMS AND CONDITIONS

- (1) The Committee is charged by the Golden Plains Shire with the management and control of the **Woody Yaloak Recreation Facility - Smythesdale** and entitled to enter into this Agreement for the hiring of the premises to the Hirer.
- (2) The person or persons by whom the application form is signed shall be considered the Hirer. Their liability under this Agreement shall be joint and several.
- (3) All charges in relation to hire must be paid in full by the due date, unless the Committee has approved suitable arrangements.
- (4) The Council reserves the right to approve the use of the ground by other persons at any time not specified in this application at any time when the ground is not required for use by hirer.

The Council may require the hirer to make available any building or facility on the ground to another hirer where such building or facility is not the property of the hirer. The Council reserves the right to cancel the hirers' use of a recreation ground on a date shown in this application in the event of the ground being required for an extraordinary function or extraordinary use.

The Council reserves the right to close a ground for use, or redirect users to an alternate ground where in the opinion of Council's Works Manager, conditions render the ground unsuitable for use.
- (5) The Hirer shall not sub-let the premises or any part thereof nor sell nor offer for sale, assign, mortgage, pledge, underlet, deal with or remove from the premises any equipment or any part thereof or any interest therein, or any interest in this agreement and will not create or allow to be created any lien upon the equipment and will protect the equipment against distress, execution or seizure.
- (6) The Committee shall not be responsible for any loss of or damage to any property arising out the hiring from any cause whatsoever or for any loss due to the breakdown of machinery, failure of supply of electricity, leakage of water, fire, governmental restriction or any other matter beyond the reasonable control of the Committee which may cause the premises to be temporarily closed or the hiring to be cancelled.
- (7) The right of entry to the premises is reserved to every other agent or agents of the Council, Committee and any Police Officer at any time during the Term.
- (8) The Hirer agrees to indemnify and to keep indemnified, the Council and the Committee, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the Hirer.

- (9) The hirer shall at all times during the allocated period of hire insure and keep insured with an insurance company approved by the Council against public risk for an amount of not less than \$10 million.
- The hirer is responsible for obtaining the appropriate Insurance to cover all equipment owned by the hirers. Hirers are advised to take precautions to ensure that equipment is stored safely. Council/Committee will not take any responsibility for equipment owned by the hirer.
- Alternatively** Hirers may complete a “**Voluntary Assumption of Risk**” form which waives any responsibility if the Committee of Management or Council.
- (10) Hirers shall ensure that equipment is stored away, floors are swept/vacuumed, and the toilets are inspected prior to leaving the premises after each use. Lights and hot water turned off and all doors locked. Refrigerators left as they were found.
- (11) If the Hirer intends to allow the consumption or supply of any alcoholic beverage whatsoever the Hirer shall obtain an appropriate license from the Liquor Control Commission and shall, not less than one week before the commencement of the term, show a copy of the license to the Committee. The Committee reserves the right to terminate this Agreement for Hire forthwith if an appropriate license is not produced within the time stipulated.
- The use of hay bales or similar flammable materials in the facility is prohibited.
 - No glass is to be brought into the facility or left in rubbish containers.
 - All functions must finish at 1.00 a.m. unless by prior negotiation.
 - No smoking is permitted upon the premises.
 - No bolts, nails, screws, pins etc shall be driven into any part of the premises.
 - No vehicles, horses or golf practice/playing are permitted at/on the facility without written permission.
- (12) The Hirer shall immediately prior to the conclusion of the term leave the premises clean and secured at the conclusion of the Hirer’s use thereof on the last day of the term to the satisfaction of the Committee, unless the Committee shall otherwise have agreed in writing to the Hirer.
- (13) The approval to the hirer is subject to the approval from the Committee of Management. **The APPLICANT is responsible for contacting the Committee who must be notified and agree to all conditions of use.** Please indicate the Committee and person contacted. If you are unsure of the Committee of Management, or contact person please phone the Golden Plains Shire.
- (14) Any damage to grounds, equipment, fixtures, fittings, buildings etc must be reported to the committee and be made good to the satisfaction of the committee.

- (15) Public health legislation, policies and guidelines aim to promote health and wellbeing and to prevent disease in the Victorian community to ensure safe environments for all Victorians.

All Users, both groups and individuals, must comply with Public Health mandates for preventing the introduction, transmission, and spread of communicable diseases.

Reporting requirements, including those issued from GPS or WYRF CoM must be fulfilled.

If any User reasonably believes that they may have a condition that poses a threat to other users or the community, they should seek medical advice and should NOT attend the WYRF.

KEYS: Keys can either be picked up from the Smythesdale Well during business hours or from a committee member as agreed, Keys picked up from the Well must be signed for and returned as instructed.

USE OF POWER & GAS: The committee asked that users do not unnecessarily use power of gas by leaving lights, heaters, hot water urn in kitchen etc. on when not being used.

ALARM: THE FACILITY IS ALARMED AND MUST BE DISARMED ON ENTERING.

THE KEYS FROM THE WELL WILL HAVE A SECURITY KEY ON IT AND THIS MUST BE USED AT THE MULTIPURPOSE ROOM ENTRY. (OVAL SIDE).

DIRECTIONS ARE ON THE WALL NEAR THE KEYPAD. (SIMPLY PUT KEY IN. TURN 90 DEGREES LEFT (ANTI-CLOCKWISE) THEN BACK TO THE ORIGINAL POSITION.

IF THE SYSTEM IS NOT ARMED BY 9.00pm SECURITY WILL AUTOMATICALLY BE CALLED, SO IF STAYING LONGER PLEASE ADVISE THE COMMITTEE OR RING SECURITY ON 1800 809 579.

Facility: WOODY YALOEK RECREATION FACILITY - SMYTHESDALE

Contact: Jaymee-Lin Ellis (Secretary Treasurer)

0434 194 972

Email: accounts@wyrf.com.au

UNDERTAKING

I hereby make application for use of the above Council ground for the dates and times specified and acknowledge having received and read the Terms and Conditions of hire and undertake to be bound by and comply with the Terms and Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the ground in association with this application comply with the terms and conditions.

SIGNATURE OF APPLICANT:

DATE:

COMMITTEE / OFFICE USE ONLY

APPLICATION: APPROVED/REFUSED (Reason refused)

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SPECIAL CONDITIONS? YES/ NO Specify

TEMPORARY STRUCTURE PERMIT REQUIRED? YES / NO.....

SIGNED BY DATE.....

(Committee of Management)

FEE: \$

EXTRA HIRE (Crockery etc): \$

BOND: \$

TOTAL: \$

Signed..... DATE

As determined by council and the committee the fee and the bond are to be paid prior to the event. The bond will be returned ASAP after the event and the facility has been checked to see if there is any damage done or cleaning necessary.

Setting up and cleaning up instructions are posted in different places throughout the facility. Storeroom, cleaning cupboard door etc. The rule of thumb is to leave the place as clean if not cleaner than you found it. The secretary is sure to give you a copy of the appropriate material before your event.

UNLESS AGREEMENT HAS BEEN REACHED WITH THE COMMITTEE WITH REGARDS SET UP, PACK DOWN AND CLEAN UP, IT IS THE RESPONSIBILITY OF THE HIRER TO BRING THE FACILITY BACK TO THE STANDARD AT LEAST THAT THEY FOUND IT. FAILURE TO DO SO WILL MEAN FORFEITURE OF ALL OR PART OF THE BOND AND/ OR A CLEANING CHARGE BEING LEVIED ON THE USER.

The Golden Plains Shire considers that the responsible handling of personal information is a key aspect of democratic governance and is strongly committed to protecting an individual's right to privacy. Council will comply with the Information Privacy Principles as set out in the Information Privacy Act, 2000. Council has in place a standard operating procedure that sets out the requirements for the management and handling of personal information.